

**AMENDED AND RESTATED RULES AND REGULATIONS
OF
ST. ANDREWS TOWNHOMES**

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No Lot owner shall make any alteration or addition to the Common Areas, or to the exterior of their Lot, or any structural modification to their Lot, without the prior written consent of the Architectural Control Board ("ACB").
2. AIR CONDITIONING: No air conditioning equipment other than equipment originally in the Lot is permitted, including wall or window air conditioning units, without the written consent of the ACB.
3. ANTENNAS AND WIRING: No exterior antennas, aerials or wiring may be placed or installed on the Common Areas without the prior written consent of the ACB.
4. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No Lot owner or member of their family or guest shall give orders or instructions to Association employees, contractors or the developer's employees, but rather shall express their desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each Lot owner shall be solely responsible for the actions and any damage caused by their children or children visiting them. Lot owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations.
6. CLEANLINESS: Each Lot owner shall maintain their Lot, and especially the exterior of their Lot, in a clean and orderly manner, and in a manner which will not be offensive to any other Lot owner.
7. COMPLAINTS: All complaints of Lot owners shall be made in writing and delivered to the person designated for such purpose by the Board.
8. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Common Areas or the Association Property which could be deemed a nuisance as determined by the Board of Directors in its sole discretion.
9. DAMAGED COMMON AREAS: The cost of repairing damage to Common Areas, including but not limited to the buildings and landscaped areas, caused by a Lot owner or their guests or invitees, shall be the sole responsibility of such Lot owner.
10. DELIVERIES: The Association shall not be responsible for the theft, conversion,

disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

11. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any Lot or on any of the Common Areas without the prior written approval of the ACB. Any consent of the ACB to any improvement to be made on the exterior of any Lot, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the ACB.
12. GAS CONTAINERS: No gas tank, gas container, or gas cylinder (except those placed by the Developer or its designated successors and assigns or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer or its designated successors and assigns in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.
13. GUNS: No guns shall be permitted to be discharged on any portion of the Common Areas or Association Property, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida.
14. HURRICANE PREPARATIONS: Each Lot owner who plans to be absent from their Lot during the hurricane season must prepare their Lot prior to their departure by:
 - a. Removing all furniture, plants and other moveable objects from the exterior portion of their Lot.
 - b. Designating a responsible firm or individual to care for their Lot should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.
 - c. Any Lot owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Lot owners and/or to the Common Areas resulting from such failure.
15. COMMERCIAL VEHICLES, TRAILERS, CAMPER AND BOATS:
 - a. No commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages.
 - b. Small pick-up trucks, vans and sports utility vehicles of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long

- as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, and shall also include all trucks with ladders or similar type equipment.
- c. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.
 - d. No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage.
 - e. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

16. GARBAGE AND TRASH DISPOSAL:

- a. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot.
- b. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- c. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority.
- d. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection.
- e. Emptied receptacles or uncollected refuse shall be promptly removed from curbside.

17. LEASING:

- a. No lease may be made for less than a three (3) month period. All leases must be in writing.
- b. No more than two (2) leases for the rental of a Lot may commence during any calendar year.
- c. Owners are required to provide to the Association the Owner's current mailing address, together with the names and contact telephone numbers of those residing on the Lot.
- d. Each Owner shall be responsible for the acts and omissions of any person residing on their Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

18. NUISANCES: A Lot owner shall not permit anything to be done or kept in their Lot which will increase the insurance rates on their Lot, the Common Areas, or any portion of the Association Property or obstruct or interfere with the rights of other Lot Owners or the Association. A Lot Owner shall not commit or permit any nuisance, immoral or illegal act on their Lot, the Common Areas or Association Property.
19. STREET PARKING: No vehicles or trailers of any kind shall be permitted to be parked or stored at any time on any roads or street within the Property except in designated parking spaces. This provision shall not be applicable to Developer or its designated successors or assigns during construction on any Lot or other portion of the Property.
20. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the Common Areas must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or other objects shall be stored or kept in or upon such areas.
21. ANIMALS AND PETS:
- a. No reptiles, animals, livestock, or poultry of any kind maybe raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets not to exceed two (2) in number. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors, in its sole discretion, upon a finding that a dog or other animal is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of an animal assumes liability for all damage to persons or property caused by the animal or resulting from its presence upon the Property.
 - b. Animals shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.
 - c. Animals are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an appropriate manner.
 - d. The owner of an animal shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by their animal(s).
 - e. Any animal whose owner violates the provisions and intent of these Rules and Regulations shall be deemed a nuisance and subject to removal in accordance with the provisions of these Rules and Regulations.
22. PERSONAL PROPERTY: The personal property of a Lot owner shall not be stored, or left within or upon other portions of the Common Areas or Association Property.
23. PLANTINGS: No plantings of whatever nature shall be made by any Lot owner upon any Common Areas or Association Property, without the prior written approval of the ACB.

24. RECREATIONAL FACILITIES: Use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual Lot owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after written permission has been granted by, the Board of Directors, which may be conditioned upon the Lot owner depositing a reasonable amount with the Association to pay for cleaning and damage to the recreational facilities, caused by such use. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused. No boating, swimming or wading shall be permitted in any lake or canal existing within or contiguous to the Association Property.

I. Clubhouse: 8am to 9pm by reservation

II. Pool:

Warning! There is no lifeguard on duty. Swim at your own risk.

- a. Swimming from dusk to dawn is prohibited.
- b. All guests must be accompanied by a St. Andrews resident.
- c. Only two (2) guests per household are permitted at any time.
- d. Unsupervised children under the age of 16 are prohibited in the pool, unless written consent from a parent or guardian is submitted to the Association.
- e. Swimmers must shower before entering the pool.
- f. Animals are prohibited in the pool, on the pool deck and in the Clubhouse.
- g. No running or horseplay is allowed in the pool area.
- h. No food, glass or cooking grills are allowed on the pool deck.
- i. No more than 27 people may be in the pool at one time.
- j. Diving in the pool is prohibited.

III. Spa: Open from Dawn to Dusk

- a. Use of the spa from dusk to dawn is prohibited.
- b. All guests must be accompanied by a St. Andrews resident.
- c. Only two (2) guests per household are permitted at any time.
- d. Unsupervised children under the age of 16 are prohibited in the pool, unless written consent from a parent or guardian is submitted to the Association.
- e. Swimmers must shower before entering the spa.
- f. Animals are prohibited in the spa, on the pool deck and in the Clubhouse.
- g. No running or horseplay is allowed in the pool area.
- h. No food, glass or cooking grills are allowed on the pool deck.

- i. No more than 9 people may be in the spa at one time.
- j. Diving in the spa is prohibited.

IV. FITNESS CENTER: 8 a.m. to 9 p.m.

- a. Use equipment at your own risk. Neither Management nor the Association is responsible for any injury that may occur. Please use equipment properly and follow any directions accordingly.
- b. Proper attire must be worn including shirts and sneakers. No bathing suits allowed.
- c. All guests must be accompanied by a St. Andrews resident.
- d. Unsupervised children under the age of 16 are prohibited from using the Fitness Center, unless written consent from a parent or guardian is submitted to the Association.
- e. Consult your physician before using any equipment.
- f. No food, alcoholic beverages, or glass containers are allowed in the Fitness Center.
- g. Smoking is prohibited.
- h. Animals are prohibited in the Fitness Center.
- i. Report damaged or dangerous equipment to Management immediately.

- **Weight room rules:**

No horseplay, running, or obnoxious behavior.

No jewelry

No food, drink, or gum

Proper athletic attire required.

Always use a spotter.

Do not put weights or bar on the benches.

Be alert:

- The improper use of the fitness equipment in the Fitness Center could cause serious injury or death.
- Prior to using the equipment, read the warning label and instruction to each machine.
- Immediately report any piece of equipment that is not functioning properly to Management so that it may be evaluated and service promptly.
- Do not attempt to use or fix any piece of equipment that is not functioning properly.

IN THE EVENT OF AN EMERGENCY OR SUSPICIOUS ACTIVITIES PLEASE CALL 9-1-1.

- 25. ROOF: No person shall be permitted upon the roof of any building without, the prior written consent of the Association.
- 26. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the Common Areas or Association Property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing by the Association.

27. SERVICE PEOPLE: No Lot owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in their Lot before 8:00 A.M. or after 9:00 P.M.
28. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lot owner on any part of the outside or inside of any Lot so as to be visible from outside of the Lot, or upon any portion or part of the Common Areas or Association Property without the prior written consent of the ACB.
29. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the Common Areas or Association Property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed Limit of 10 m.p.h.
30. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, doors or roof of buildings without the prior written consent of the ACB. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the ACB.
31. NOISE: No Lot owner shall make disturbing noises in the building or allow sounds to emanate from their Lot, or permit their family, servants, employees, agents, visitors or licensees to do so. All unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.
32. EXTERIOR APPEARANCE: Except with the written consent of the ACB, no Lot owner shall install or permit to be installed in their dwelling electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of their dwelling or the building without ACB Consent.